



October 24, 2001

Mr. Robert W. Foster, Chairman
Board of Selectmen
Town of Moultonborough
P.O. Box 139
Moultonborough, New Hampshire 03254-0139

Dear Chairman Foster:

Enclosed please find a fully executed franchise agreement between the Town of Moultonborough and Adelphia Cable Communications. Adelphia looks forward to providing the Town of Moultonborough with the highest quality service available over the next fifteen years.

I may be contacted at (603) 224-8344 with any questions regarding this contract or anything relative to our operation in the Town of Moultonborough.

Sincerely,

A handwritten signature in black ink, appearing to read "Keith R. Froleiks".

Keith R. Froleiks
Area Manager

Enclosure

cc: Richard Fairbanks, Adelphia, Conway District

*Acquired by Time Warner
in the course of the
Bankruptcy dissolution
of Adelphia*

10 Ferry Street
Suite 208
Concord NH 03301
Phone (603) 224-8344
Fax (603) 224-8399

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CABLE TELEVISION FRANCHISE AGREEMENT

AN AGREEMENT GRANTING A FRANCHISE TO FRONTIERVISION OPERATING PARTNERS, LP D/B/A ADELPHIA CABLE COMMUNICATIONS (THE GRANTEE) TO CONSTRUCT, OPERATE, AND MAINTAIN A CABLE SYSTEM IN THE TOWN OF MOULTONBOROUGH, NEW HAMPSHIRE (THE GRANTOR); SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF THE FRANCHISE; PROVIDING FOR REGULATION AND USE OF THE SYSTEM:

PREAMBLE

The Grantor does ordain that it is in the public interest to permit the use of public rights-of-way and easements for the construction, maintenance, and operation of a Cable System under the terms of this Franchise, said public purpose being specifically the enhancement of communications within the territorial boundaries of the Grantor and the expansion of communications opportunities outside the territorial boundaries of the Grantor.

SECTION 1. STATEMENT OF INTENT AND PURPOSE.

Pursuant to New Hampshire RSA 53-C, the Grantor intends, by the adoption of this Franchise, to continue the development and operation of a Cable System. This development can contribute significantly to the communications needs and desires of many individuals, associations and institutions.

SECTION 2. SHORT TITLE.

This agreement shall be known and cited as the Moultonborough Franchise Agreement. Within this document it shall also be referred to as "this Franchise" or "the Franchise."

SECTION 3. DEFINITIONS.

For the purpose of this Franchise, the following terms, phrases, words, and their derivations shall have the meanings given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive. Words not defined shall be given their common and ordinary meaning.

1. "Basic Service Tier" means a service tier which includes the retransmission of local television broadcast signals.

2. "Cable Act" means the Communications Act of 1934 (codified at 47 U.S.C. Sec. 151 et seq.), as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, the Telecommunications Act of 1996 and any amendments thereto.
3. "Cable Service" means: (i) the one-way transmission to subscribers of video programming or other programming service; and (ii) subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
4. "Cable System" or "System" shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide cable service which includes video programming and which is provided to multiple subscribers within a community as defined in the Cable Act.
5. "FCC" means the Federal Communications Commission, its designee, or any successor thereto.
6. "Gross Revenues" shall mean all revenues from the operation of the System within the franchise area received by Grantee from subscribers from the Basic Service Tier of programming and for any optional tier of programming service (including premium and pay-per-view services), customer equipment and installation charges, disconnection and reconnection charges, revenues from advertising sales less agency fees and home shopping revenues. Gross revenues shall not include that share of fees remitted to suppliers from programming services, deposits, refunds and credits made to subscribers, bad debt, non-subscriber revenues, revenue from Subscribers designated by Grantee as payment of its franchise fee obligation, or any taxes imposed on the services furnished by Grantee herein which are imposed directly on the Subscriber or user by the local or any governmental unit and collected by Grantee on behalf of that governmental unit.
7. "Person" means any natural person or any association, firm, partnership, joint venture, corporation, or other legally recognized entity, whether for-profit or not-for-profit.
8. "Signal" means any transmission of radio frequency energy or of optical information.
9. "Street" means the surface of and the space above and below any public street, public road, public highway, public freeway, public lane, public path, public way, public alley, public court, public sidewalk, public boulevard, public parkway, public drive and any public easement or right-of-way now or hereafter held by the Grantor which shall entitle Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property as may be ordinarily necessary and pertinent to a System.

10. "Subscriber" means any person or entity who lawfully subscribes to any Cable Service whether or not a fee is paid for such Cable Service.

11. "OVS" or open video system means a facility consisting of a set of transmission paths and associated signal generation, reception, and control equipment that is designated to provide cable service which includes video programming and which is provided to multiple subscribers within a community, provided that the Commission has certified that such system complies with this part.

12. "SMATV" or satellite master antenna television means a satellite dish system used to deliver signals to multiple dwelling units.

SECTION 4. GRANT OF AUTHORITY AND GENERAL PROVISIONS.

1. Grant of Franchise. The Grantor hereby grants to Grantee the non-exclusive right to construct, operate and maintain in, on, along, across, above, over and under the streets, alleys, lanes and public places of the Grantor, the poles, wires, cables, underground conduits, manholes and other facilities necessary for the maintenance and operation of a Cable System throughout the entire territorial area of the Grantor to provide Cable Service and other communications and information services.

2. Level Playing Field. The Grantor agrees that any grant of additional franchises or other authorizations including OVS authorizations by the Grantor to any other entity to provide video or other services similar to those provided by Grantee pursuant to this agreement and over which the Grantor has regulatory authority shall require that service be provided for the same territorial area of the Grantor as required by this agreement and shall not be on terms and conditions (including, without limitation, the franchise fee obligations) more favorable or less burdensome to the Grantee of any such additional franchise than those which are set forth herein.

In any renewal of this franchise, the Grantor, should it seek to impose increased obligations upon Grantee, must take into account any additional franchise(s) or authorizations previously granted and find that the proposed increase obligations in the renewal are not more burdensome and/or less favorable than those contained in the additional franchise(s) or authorizations.

3. Acceptance; Effective Date; Franchise Term. The Franchise granted herein will take effect and be in full force from such date of acceptance by Grantee recorded on the signature page of this Agreement. The Franchise shall continue in full force and effect until it expires on March 19, 2017. *
This Franchise will be automatically extended for an additional term of five (5) years unless either party notifies the other in writing of its desire to terminate this Agreement at least one year before the commencement of the five year extension.

4. Area Covered. This Franchise is granted for the entire territorial limits of the Grantor (Franchise Area). Grantee upon request will make service available to all residences within the territorial limits of the Grantor and any annexed territory in the event that 1) such existing or annexed territory has a density of at least fifteen (15) homes per linear strand mile of cable as measured from existing cable system plant; 2) any such residence requesting service can be provided with service by a standard installation which will be no more than one hundred fifty (150) feet from the existing distribution system (Standard Installation); and 3) such existing or annexed territory is not being served by a cable television system operator other than Grantee or its affiliates, an open video system or a satellite master antenna television system.

SECTION 5. CABLE COMMUNICATIONS SYSTEM

1. System Maintenance or Upgrade. Grantee agrees to comply with the terms set forth in this Franchise governing construction and technical requirements for maintenance of the Cable System, in addition to any other requirements specified by this franchise and any applicable law which is generally applicable to all entities involved in construction in the Grantor's rights of way. Grantee shall upgrade its Cable System to a capacity of at least 750 MHz, including digital capacity. The System shall be two-way capable and designed to support both analog and digital transmission. The upgrade shall be completed within twenty-four (24) months following the effective date of this Franchise. Notwithstanding the foregoing, the Grantee shall be excused from the timely performance of its obligation to begin and complete any System upgrade within the times specified herein, where such delay results from the failure or delay by the Grantor, the County, any other regulatory authority, any railroad or common carrier, any electric utility, or any telecommunications carrier or local exchange carrier to issue any permits, approvals, licenses, or permissions, or to perform required make-ready work upon a timely request submitted by the Grantee or its contractor representative accompanied by the tender of any required permit fee.

2. Technical Standards. The System shall be designed, constructed and operated so as to meet those technical standards promulgated by the Federal Communications Commission relating to Cable Systems contained in subpart K of part 76 of the FCC's rules and regulations as may, from time to time, be amended.

3. Emergency Alert System. Grantee will comply with the FCC's Emergency Alert System requirements throughout the Term of this Franchise.

SECTION 6. CONSTRUCTION PROVISIONS.

1. Construction Standards.

All installation of electronic equipment shall be durable and installed in accordance with the provisions of the National Electrical and Safety Code and National Electrical Code as amended.

Antennas and their supporting structures (tower) shall be painted, lighted, erected and maintained in accordance with all applicable rules and regulations of the Federal Aviation Administration and all other generally applicable state or local laws, codes and regulations.

Grantee's plant and equipment for the provision of Cable Service, including, but not limited to, the antenna site, headend and distribution system shall be installed, located, erected, constructed, reconstructed, replaced, removed, repaired, maintained and operated in accordance with good engineering practices.

Grantee shall employ ordinary care and shall install and maintain in use commonly accepted methods and devices preventing failures and accidents which are likely to cause damage, injury or nuisance to the public.

2. Construction Codes and Permits. Grantee shall obtain all legally required permits before commencing any work requiring a permit, including the opening or disturbance of any street or public property or public easement within the community. Grantee shall strictly adhere to all building and zoning codes currently or hereafter applicable to construction, operation or maintenance of the system in the community, provided such codes apply to all other similarly situated entities.

3. Repair of Streets and Property. Any and all streets or public property or private property, which are disturbed or damaged during the construction, repair, replacement, relocation, operation, maintenance or reconstruction of the system shall be repaired by Grantee, at its expense, to a condition as good as that prevailing prior to Grantee's construction.

4. Use of Existing Poles. Grantee shall not erect, for any reason, any pole on or along any street in an existing aerial utility system without the advance written approval of the Grantor, which approval shall not be unreasonably withheld. Grantee shall exercise its best efforts to negotiate the lease of pole space and facilities from the existing pole owners for all aerial construction.

5. Undergrounding of Cable. Cable plant shall be installed underground at Grantee's expense where all existing telephone and electrical utilities are already underground. Grantee shall place cable underground in newly platted areas in concert with both the telephone and electrical utilities, to the extent Grantee is notified of such placement. In the event that any telephone or electric utilities are reimbursed by the Grantor or any agency thereof for the placement of cable underground or the movement of cable, Grantee shall be reimbursed upon the same terms and conditions as any telephone, electric or other utilities.

6. Reservation of Street Rights. Nothing in this Franchise shall be construed to prevent the Grantor from constructing, maintaining, repairing or relocating sewers; grading, paving, maintaining, repairing, relocating and/or altering any street; constructing, laying down, repairing, maintaining or relocating any water mains; or constructing, maintaining, relocating, or repairing any sidewalk or other public work.

All such work shall be done, insofar as practicable, in such a manner as not to obstruct, injure or prevent the free use and operation of the poles, wires, conduits, conductors, pipes or appurtenances of Grantee.

If any such property of Grantee shall interfere with the construction or relocation, maintenance or repair of any street or public improvement, whether it be construction, repair, maintenance, removal or relocation of a sewer, public sidewalk, or water main, street or any other public improvement, thirty (30) days notice shall be given to Grantee by the Grantor and all such poles, wires, conduits or other appliances and facilities shall be removed or replaced by Grantee so that the same shall not interfere with the said public work of the Grantor, and such removal or replacement shall be at the expense of Grantee herein. Should, however, any utility company or other entity be reimbursed for relocation of its facilities as part of the same work that requires Grantee to remove its facilities, Grantee shall be reimbursed upon the same terms and conditions as such utilities or other entities.

7. Reasonable Care. Nothing contained in this Franchise shall relieve any person from liability arising out of the failure to exercise reasonable care to avoid injuring Grantee's facilities while performing any work connected with grading, regrading, or changing the line of any street or public place or with the construction or reconstruction of any sewer or water system.

8. Trimming of Trees. Grantee shall have the authority to trim trees upon and hanging over streets, alleys, sidewalks, and public places of the Grantor so as to prevent the branches of such trees from coming in contact with the wires and cables of Grantee; provided, however, all trimming shall be done at the expense of Grantee.

9. Movement of Facilities. In the event it is necessary temporarily to move or remove any of Grantee's wires, cables, poles, or other facilities placed pursuant to this Franchise, in order to lawfully move a large object, vehicle, building or other structure over the streets of the Grantor, upon two (2) weeks notice by the Grantor to Grantee, Grantee shall move, at the expense of the person requesting the temporary removal, such of his facilities as may be required to facilitate such movements. Grantee reserves its right to request that such expenses be paid in advance. Any service disruption provisions of this Franchise shall not apply in the event that the removal of Grantee's wires, cables, poles or other facilities results in temporary service disruptions.

SECTION 7. SERVICE PROVISIONS.

1. Programming Decisions. Grantee will provide broad categories of programming services in accordance with the Cable Act.

2. Cable Service Connections to Schools and Grantor Facilities.

Cable Service: Grantee, upon written request of the Grantor, will provide and maintain one connection for Basic Service to each elementary and secondary public school, library, and Grantor administration facility, within the geographical limits of the Grantor which is located within one

hundred fifty (150) feet of Grantee's distribution plant and listed in Exhibit A. Grantee will bring its connection to a specified exterior demarcation point mutually agreed upon by Grantee and such institution.

3. Internet Service Connections.

Grantee agrees to provide one (1) free high-speed cable modem connection to the three (3) locations listed on Exhibit B.

4. PEG Access Channels.

Grantee will comply with the PEG Access requirements set forth on Exhibit C.

SECTION 8. CONSUMER PROTECTION AND RIGHTS OF INDIVIDUALS.

1. Subscriber Complaint Practices.

a. Grantee shall maintain a local office (for the purposes of this agreement, a third party office, such as a local business not affiliated with the Grantee, will satisfy the "local" office requirement) which shall be open during normal business hours and shall maintain a publicly listed toll-free telephone number. The local office will be available to 1) receive customer payments, 2) receive converter and other cable equipment, and to 3) act as a liaison with Adelphia CSSR personnel for questions and complaints. Grantee shall maintain adequate telephone lines and personnel to respond in a timely manner to schedule service calls and answer Subscriber complaints or inquiries. Grantee shall follow all applicable federal and state regulations in responding to complaints by customers. A complaint as used in this Franchise will mean notice by a Subscriber of a billing dispute or problem with picture quality which is not resolved during or subsequent to the initial telephone or service call.

b. Grantee shall render efficient Cable Service, make repairs promptly and interrupt service only for good cause and for the shortest time possible.

2. Parental Control Option

Grantee shall provide parental control devices, at reasonable cost, to Subscribers who wish to be able to prevent certain Cable Services from entering the Subscriber's home

3. Rights of Individuals Protected.

a. Discriminatory Practices Prohibited. Grantee shall not deny service, deny access, or otherwise discriminate against Subscribers on the basis of race, color, religion, national

origin, sex, or age. Grantee shall comply at all times with all other applicable federal and state laws relating to nondiscrimination.

b. Subscriber Privacy. Grantee shall comply with all privacy provisions of the Cable Act, as amended.

SECTION 9. FRANCHISE FEE.

Grantee shall pay to the Grantor a franchise fee equal to two percent (2%) of the Grantee's Gross Revenues, as herein defined.

Payments due the Grantor under this provision shall be computed annually and shall be due and payable annually. Payment shall be made within forty-five (45) days of the close of each annual payment period. Adelphia will provide a statement of gross revenues detailing the types of revenues with the franchise fee payment.

SECTION 10. REPORTING.

Grantee will provide audited financial statements annually by May 1. Adelphia Cable Communications Form 10-K or an annual report to stockholders will satisfy this requirement.

Grantee will provide an annual Summary of Complaints received from residents of the Town by March 31.

Grantee will provide one complete set of strand maps of the cable system upon completion of the rebuild or upgrade. In subsequent years, upon request by the Grantor an updated set of strand maps will be made available to Town.

SECTION 11. INSURANCE.

Grantee will maintain in full force and effect for the Term of the Franchise, at Grantee's expense, a comprehensive liability insurance policy with the Grantor as an additional insured, written by a company authorized to do business in the state in which the cable system is located, or will provide self-insurance reasonably satisfactory to the Grantor protecting the Grantor against liability for loss, personal injury and property damage occasioned by the operation of the Cable System by Grantee. Such insurance will be maintained in an amount not less than \$1,000,000.00. Grantee will also maintain Worker's Compensation coverage throughout the term of this franchise as required by law. Evidence in the form of a certificate of insurance or such self-insurance will be provided to the Grantor upon request.

SECTION 12. INDEMNIFICATION.

Grantee will indemnify the Grantor and will pay all damages and penalties which the Grantor may legally be required to pay which result from any negligence by Grantee in the operation of the Cable System throughout the territorial area of the Grantor. The Grantor shall give Grantee timely written notice of the making of any claim or of the commencement of any action, suit or other proceeding covered by the indemnity in this Section. In the event any such claim arises, the Grantor shall tender the defense thereof to Grantee and Grantee shall have the right to defend, settle or compromise any claims arising hereunder and the Grantor shall cooperate fully herein. If Grantor determines in good faith that its interests cannot be represented by Grantee, Grantee shall be excused from any obligation to represent Grantor.

Grantee will not be required to indemnify the Grantor for the negligent acts of the Grantor or its officials, boards, commissions, agents or employees. Further, the Grantor will indemnify and hold Grantee harmless from any claims or causes of action arising from any negligent acts by the Grantor, its officials, boards, commissions, agents or employees.

SECTION 13. VIOLATIONS AND REVOCATION.

1. Franchise Violations. Whenever the Grantor believes that Grantee has allegedly violated one (1) or more terms, conditions or provisions of this Franchise, a written notice shall be given to Grantee. The written notice shall describe in reasonable detail the alleged violation so as to afford Grantee an opportunity to remedy the violation. Grantee shall have thirty (30) days subsequent to receipt of the notice in which to either correct the violation or, if the violation cannot be corrected within the thirty (30) day period, to have commenced and be diligently pursuing corrective action. Grantee may, within ten (10) business days of receipt of notice, notify the Grantor that there is a dispute as to whether a violation or failure has, in fact, occurred. Such notice by Grantee to the Grantor shall specify with particularity the matters disputed by Grantee and shall stay the running of the above-described time.

The Grantor shall hear Grantee's dispute at a regularly or specially scheduled meeting. Grantee shall have the right to subpoena and cross-examine witnesses. The Grantor shall determine if Grantee has committed a violation and shall make written findings of fact relative to its determination. If a violation is found, Grantee may petition for reconsideration.

If after hearing the dispute the claim is upheld by the Grantor, Grantee shall have thirty (30) business days from such a determination to remedy the violation or failure.

The time for Grantee to correct any alleged violation shall be extended by the Grantor if the necessary action to correct the alleged violation is of such a nature or character to require more than thirty (30) days within which to perform provided Grantee commences the corrective action within

the thirty (30) day period and thereafter uses reasonable diligence to correct the violation. Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law.

2. Franchise Revocation. In addition to all other rights which the Grantor has pursuant to law or equity, the Grantor reserves the right to revoke, terminate or cancel this Franchise, and all rights and privileges pertaining thereto in accordance with the following procedures and applicable federal law, in the event that:

- a. Grantee becomes insolvent, unable or unwilling to pay its debts, or is adjudged as bankrupt and Grantee's creditors or Trustee in Bankruptcy do not agree to fulfill and be bound by all requirements of this Franchise; or
- b. Grantee violates a material provision of this Franchise after being notified of such violation and being given time to cure or refute the alleged violation in accordance with Section 13(1).

3. Revocation Procedures. In the event that the Grantor determines as set forth above that Grantee has violated any material provision of the Franchise, the Grantor may make a written demand on Grantee that it remedy such violation and that continued violation may be cause for revocation. If the violation, breach, failure, refusal, or neglect is not remedied within thirty (30) days following such demand or such other period as is reasonable, the Grantor shall determine whether or not such violation, breach, failure, refusal or neglect by Grantee is due to acts of God or other causes which result from circumstances beyond Grantee's control. Such determination shall not unreasonably be withheld.

A public hearing shall be held and Grantee shall be provided with an opportunity to be heard upon fourteen (14) days written notice to Grantee of the time and the place of the hearing. The causes for pending revocation and the reasons alleged to constitute such cause shall be recited in the written notice. Said notice shall affirmatively recite the causes that need to be shown by the Grantor to support a revocation.

If notice is given and, at Grantee's option, after a full public proceeding is held, the Grantor determines there is a violation, breach, failure, refusal or neglect by Grantee which is not an event of force majeure, the Grantor shall direct Grantee to correct or remedy the same within such reasonable additional time, in such manner and upon such reasonable terms and conditions as Grantor may direct.

If after a public hearing it is determined that Grantee's performance of any of the terms, conditions, obligations, or requirements of Franchise was prevented or impaired due to any cause beyond its reasonable control or not reasonably foreseeable, such inability to perform shall be deemed to be excused and no penalties or sanctions shall be imposed as a result thereof, provided Grantee has notified Grantor in writing within thirty (30) days of its discovery of the occurrence of such an event. Such causes beyond Grantee's reasonable control or not reasonably foreseeable shall include, but shall not be limited to, acts of God, civil emergencies and labor strikes.

If, after notice is given and, at Grantee's option, a full public proceeding is held, the Grantor determines there was a violation, breach, failure, refusal or neglect, which is not an event of force majeure, then the Grantor may declare, by resolution, the Franchise revoked and canceled and of no further force and effect unless there is compliance within such period as Grantor may fix, such period not to be less than thirty (30) days.

If the Grantor, after notice is given and, at Grantee's option, a full public proceeding is held and appeal is exhausted, declares the Franchise breached, the parties may pursue their remedies pursuant to Franchise or any other remedy, legal or equitable. Grantee may continue to operate the system until all legal appeals procedures have been exhausted.

Notwithstanding the above provisions, Grantee does not waive any of its rights under federal law or regulation.

SECTION 14. FORECLOSURE, RECEIVERSHIP AND ABANDONMENT.

1. Foreclosure. Upon the foreclosure or other judicial sale of the system, Grantee shall notify the Grantor of such fact and such notification shall be treated as a notification that a change in control of Grantee has taken place.

2. Receivership. The Grantor shall have the right to cancel this Franchise subject to any applicable provisions of state law, including the Bankruptcy Act, one hundred and twenty (120) days after the appointment of a receiver or trustee to take over and conduct the business of Grantee, whether in receivership, reorganization, bankruptcy or other action or proceeding, unless such receivership or trusteeship shall have been vacated prior to the expiration of said one hundred and twenty (120) days, or unless:

a. Within one hundred and twenty (120) days after his election or appointment, such receiver or trustee shall have complied with all the material provisions of this Franchise and remedied all defaults thereunder; and,

b. Such receiver or trustee, within said one hundred and twenty (120) days, shall have executed an agreement, duly approved by the Court having jurisdiction in the premises, whereby such receiver or trustee assumes and agrees to be bound by each and every provision of this Franchise.

SECTION 15. REMOVAL, TRANSFER AND PURCHASE.

1. Removal After Revocation.

Upon revocation of the Franchise, as provided for herein, the Grantee shall proceed to remove, at Grantee's expense, all or any portion of the System from all streets and public property within the territorial boundaries of the Grantor. In so removing the System, Grantee shall be responsible for any repairs or damages caused by its removal and shall maintain insurance during the term of removal.

If Grantee has failed to commence removal of the system, or such part thereof as was designated within thirty (30) days after written notice of the Grantor's demand for removal is given, or if Grantee has failed to complete such removal within one (1) year after written notice of the Grantor's demand for removal is given, the Grantee may abandon such System to the Grantor.

2. Franchise Binding. This Franchise shall be binding on successors, assigns, and transferees.

SECTION 16. MISCELLANEOUS PROVISIONS.

1. Compliance with Laws. Grantee and the Grantor shall conform to all state and federal laws and rules regarding Cable Service as they become effective, unless otherwise stated. Grantee shall also conform during the entire term of the Franchise with all generally applicable ordinances, resolutions, rules and regulations heretofore or hereafter adopted pursuant to the Grantor's lawful police powers that do not materially impair or abrogate any of the Grantee's contractual rights under this Franchise and that are not preempted by state or federal law.

2. Compliance with Federal, State and Local Laws. If any term, condition or provision of this Franchise or the application thereof to any person or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition or provision to persons or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Franchise and all the terms, provisions and conditions hereof shall, in all other respects, continue to be effective and to be complied with. In the event that such law, rule or regulation is subsequently repealed, rescinded, amended or otherwise changed so that the provision which had been held invalid or modified is no longer in conflict with the law, rules and regulations then in effect, said provision shall thereupon return to full force and effect and shall thereafter be binding on Grantee and the Grantor.

3. Administration of Franchise. This Franchise is a contract and except as to those changes which are the result of the Grantor's exercise of its police power in management of its rights of way and its generally applicable regulation of commerce, neither party may take any unilateral action

which materially changes the explicit mutual promises in this contract. Any changes to the Franchise must be made in writing, signed by Grantee and Grantor.

4. Franchise Requirement. In accordance with applicable law, from and after the acceptance of the Franchise, the Grantor shall not allow and it shall be unlawful for any person to construct, install or maintain within any street within the territorial boundaries of the Grantor, or within any other public property of the Grantor, or within any privately owned area within the territorial limits of the Grantor which has not yet become a public street but is designated or delineated as a proposed public street on any tentative subdivision map approved by the Grantor, or the Grantor's official map or the Grantor's major thoroughfare plan, any equipment or facilities for distributing any Cable Service through a Cable System, unless a Franchise authorizing such use of such street or property or areas has first been obtained.

5. Reservation of Rights. Acceptance of the terms and conditions of this franchise will not constitute, or be deemed to constitute, a waiver, either expressly or impliedly, by Grantee of any constitutional or legal right which it may have or may be determined to have, either by subsequent legislation or court decisions. The Grantor hereby acknowledges that Grantee reserves all of its rights under applicable Federal and State Constitution laws and regulations.

6. Force Majeure. With respect to any provision of this Franchise, the violation or noncompliance with which could result in the imposition of a financial penalty, forfeiture or other sanction upon Grantee, such violation or noncompliance will be excused where such violation or noncompliance is the result of an inability to secure materials, an act of God, war, civil disturbance, strike or other labor unrest, or any event beyond Grantee's reasonable control or not reasonably foreseeable.

7. Captions. The paragraph captions and headings in this Franchise are for convenience and reference purposes only and shall not affect in any way the meaning or interpretation of this Franchise.

8. Calculation of Time. Where the performance or doing of any act, duty, matter, payment or thing is required hereunder and the period of time or duration for the performance thereof is prescribed and fixed herein, the time shall be computed so as to exclude the first and include the last day of the prescribed or fixed period or duration of time. When the last day of the period falls on Saturday, Sunday or a legal holiday, that day shall be omitted from the computation.

9. Written Notice. All notices, reports or demands required to be given in writing under this Franchise shall be deemed to be given when delivered personally to the person designated below, or when five (5) days have elapsed after it is deposited in the United States mail in a sealed envelope, with registered or certified mail postage prepaid thereon, or on the next business day if sent by express mail or overnight air courier addressed to the party to which notice is being given, as follows:

If to Grantor: Board of Selectmen
P.O. Box 139
Moultonborough, NH 03254

If to Grantee: Adelphia Communications Corporation
Attn: Legal Department
One North Main Street
Coudersport, PA 16915

With a copy to: FrontierVision Operating Partners, L.P.
Attn: General Manager
548 Eastman Road
Center Conway, NH 03813

Such addresses and phone numbers may be changed by either party upon notice to the other party given as provided in this section.

10. Entire Agreement. This Franchise contains the entire understanding between the parties with respect to the subject matter hereof and supersedes all other prior understandings and agreements oral or written. This agreement may not be modified except in writing signed by both parties.

SECTION 17. PUBLICATION.

This Franchise shall be signed by the Board of Selectmen and attested by the Town Clerk. The Franchise shall be published in accordance with the requirements of Grantor and state law and shall take effect upon acceptance by Grantee as set forth in Section 4 thereof.

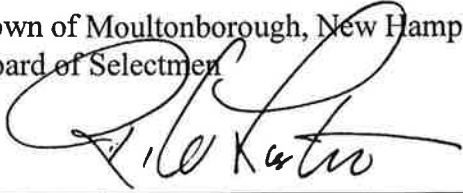
SECTION 18. ACCEPTANCE.

Grantor and Grantee, by virtue of their signatures set forth below, agree to be legally bound by all provisions and conditions set forth in this Franchise, together forming a mutually binding contractual agreement which cannot be amended without a writing executed by both parties.

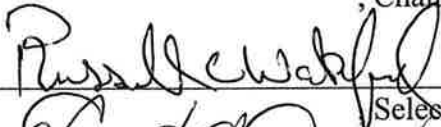
Passed and adopted this _____ day of _____, 2001.

ATTEST:

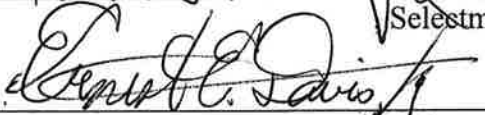
By: Town of Moultonborough, New Hampshire
Board of Selectmen



_____, Chairman



_____, Selectman



_____, Selectman

By: _____

[Grantor's Official Name]

Date: 9-27-01

Accepted by FrontierVision Operating Partners, LP
d/b/a Adelphia Cable Communications

By: 

Name: Randall D. Fisher

Title: VP of its GP's GP's GP's SO

Its: VP of its LP's LP's LP's SO

Date: October 18, 2001

EXHIBIT A

Cable Connections to Grantor Schools, Town Buildings and Libraries

Town Hall	6 Holland Street
Public Library	4 Holland Street
Fire Department	8 Holland Street
Police Department	10 Holland Street
Moultonborough Academy	25 Academy Drive (Middle and Senior HS)
Moultonborough Central School	916 Whittier Highway (Elementary School)
Recreation Department	10 Holland Street
Neck Road Fire Station	948 Moultonborough Neck Road
Moultonborough Town Garage	Off Moultonborough Neck Road

Grantee will build a 1,800-foot cable system extension to service the Moultonborough Town Garage located off Moultonborough Neck Road within three (3) months of the execution of this Franchise Renewal Agreement.

EXHIBIT B

Internet Connections to Grantor Schools and Libraries

One (1) free high-speed cable modem connection will be provided to the following public schools and libraries upon launch of the service after the completion of the upgrade:

- | | |
|----------------------------------|--|
| 1. Public Library | 4 Holland Street |
| 2. Moultonborough Academy | 25 Academy Drive (Middle and Senior HS) |
| 3. Moultonborough Central School | 916 Whittier Highway (Elementary School) |

EXHIBIT C

PEG Access

Channels. Grantee agrees to continue to provide to the Grantor throughout the term of this franchise the one (1) shared PEG Access channel currently in use by the Grantor. In accordance with federal law, Grantee will be entitled to use any PEG access channel capacity for the provision of other services at any time such channel capacity is not being used for the designated PEG access purposes.

Non-Commercial. An Access channel is a channel made available to Grantor by Grantee for the purpose of cablecasting non-commercial programming by Grantor's residents and its administration and educational institutions. The Grantor agrees not to use the access channels to provide commercial or revenue-generating services or services that may compete, directly or indirectly, with services provided by Grantee, provided, however, that Grantor may cablecast acknowledgments of funding sources and the underwriting of programming costs.

Origination Points. Origination points will allow for the Grantor to connect end user equipment for the purpose of transmitting upstream live programming on the PEG channel. Grantee will provide Grantor two (2) origination points at the following locations within one hundred eighty (180) days of written request from the Grantor:

1. Moultonborough Town Hall, Selectmen's Meeting Room..... 6 Holland Street
2. Moultonborough Academy, Gymnasium..... 25 Academy Drive